

SERIAL 06100 IGA EMERGENCY EQUIPMENT LIGHTING & ACCESSORIES (NIGP 05554)

DATE OF LAST REVISION: August 17, 2006 CONTRACT END DATE: May 24, 2007

**CONTRACT PERIOD BEGINNING AUGUST 15, 2006
ENDING MAY 24, 2007**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for EMERGENCY EQUIPMENT LIGHTING &
ACCESSORIES (NIGP 05554)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the City of Tempe Contract #T06-171-01. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) C255001, B0605379

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Contract Modification Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchase

Contract Number: T06-171-01

Staff Summary # n/a

AZ Emergency Products, Inc.
Mike Chamberlain
4120 E Winslow #3
Phoenix

AZ

85040

Modification Date: 07/31/06

Phone: 602-453-9111

Vendor Number: 66359

This Contract modification is being issued for the purchase of **Emergency Vehicles Equipment Lighting** per specifications of **IFB06-171**. It shall remain in effect through **05/24/07** unless extended or canceled per terms and conditions of contract **T06-171-01**.

Terms are: As per Special Terms and Conditions

Item No.	Pricing Item Description	Unit Price
O.	Discount from published Price List PSE, Code 3, inc.	8% off MD to 47.85% off list

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T06-171-01**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Fleet, Jay Taylor, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.


Donna Littrell, CPPB
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchase

Contract Number: T06-171-01

Staff Summary # 20060524fsdl21

AZ Emergency Products, Inc.
Mike Chamberlain
4120 E Winslow # 3
Phoenix AZ 85040

Contract Period 05/25/06
to
05/24/07

Phone: 602-453-9111

Vendor Number: 66359

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Emergency Vehicles Equipment Lighting** per the terms conditions, specifications and requirements of **IFB06-171**. The contract shall remain in effect through **05/24/07** unless extended, renewed or canceled per terms and conditions of **T06-171-01**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item No.	Item Description	Part Cost	Installation Cost	Total Package Cost
A.	Wiring	<u>\$145.00</u>	<u>\$75.00</u>	<u>\$220.00</u>
B	Decals	<u>\$385.00</u>	<u>\$85.00</u>	<u>\$470.00</u>
C.	Light Bar	<u>\$1,695.00</u>	<u>\$150.00</u>	<u>\$1,845.00</u>
D.	Siren	<u>\$435.00</u>	<u>\$65.00</u>	<u>\$500.00</u>
E.	Console	<u>\$425.00</u>	<u>\$65.00</u>	<u>\$490.00</u>
F.	Antennas	<u>\$75.00</u>	<u>\$75.00</u>	<u>\$150.00</u>
G.	Bumper	<u>\$185.00</u>	<u>\$95.00</u>	<u>\$280.00</u>
H.	Cage	<u>\$895.00</u>	<u>\$310.00</u>	<u>\$1,205.00</u>
I.	Relocate Drivers Seat			<u>\$695.00</u>
J.	Trunk lights	<u>\$125.00</u>	<u>\$65.00</u>	<u>\$190.00</u>
K.	Power Tames	<u>\$61.00</u>	<u>\$25.00</u>	<u>\$86.00</u>
L.	Dome Light	<u>\$59.00</u>	<u>\$25.00</u>	<u>\$84.00</u>
M.	Aux Lightings	<u>\$99.00</u>	<u>\$85.00</u>	<u>\$184.00</u>
N.	Storage	<u>\$135.00</u>		<u>\$135.00</u>
O.	Anti-Theft	<u>\$98.00</u>	<u>\$85.00</u>	<u>\$183.00</u>
	Hourly Shop Labor rate	<u>\$75.00</u>		

Discount from published Price List:

PSE, Code 3, inc.

8% off MD

Federal Signal Corporation

45.2% off List

Whelen

33%

Kustom Signals

5% off list price

Jotto Desk

Fleet Z

Setina Manufacturing

5% off Retail

Sound off

48.5% List

American Aluminum Inc

2% List Price

Radiotronics

Publish Public
price

Patriot Enterprises USA

15% off List

Copeland Engineering

5% List

Gamber Johnson

15% List

AOI Electrical

21% List

Unity

5% List

Tremco Police Products

19% List

Individual Decal Piece:

Side Stripe with Police, Tempe & logo Reversed to white.

\$120.00 each

White non-reflective side unite number 2.75" three character set.

\$15.00 each

Blue Reflective "Police" for trunk 22"x5.25"

\$15.00 each

Blue Reflective trunk unite number, three character

\$15.00 each

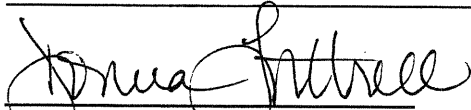
Blue non-reflective "For Official Use Only"

\$15.00 each

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Please note that your City of Tempe contract number is **T06-171-01**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Fleet, Bob Stoudt, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.



Donna Littrell, CPPB

Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

06/08/2006

PRODUCER

Anderson-Witt Insurance Agency
P.O. Box 41118
Mesa, AZ 85274
(480) 831-9033 Fax (480) 831-8932

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**COMPANY**

A

CINCINNATI INSURANCE COMPANY

COMPANY

B

TECHNOLOGY INSURANCE COMPANY

COMPANY

C

COMPANY

D

INSURED

ARIZONA EMERGENCY PRODUCTS INC
4120 E WINSLOW AVE
PHOENIX AZ 85040

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CPP 073 52 83	04/12/06	04/12/07	AUTO ONLY - EA ACCIDENT \$1,000,000 OTHER THAN AUTO ONLY: EACH ACCIDENT \$1,000,000 AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	CPP 073 52 83	04/12/06	04/12/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	TWC3100029	05/17/06	04/12/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000
A	GARAGEKEEPERS LIABILITY	CPP 073 52 83	04/12/06	04/12/07	\$1,000,000 LIMIT \$500 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CITY OF TEMPE, ITS OFFICIALS, EMPLOYEES & VOLUNTEERS ARE ADDITIONAL INSURED UNDER GARAGE LIABILITY PER FORM AA443 (12/91)

*EXCEPT 10 DAYS FOR NON-PAYMENT

CERTIFICATE HOLDER

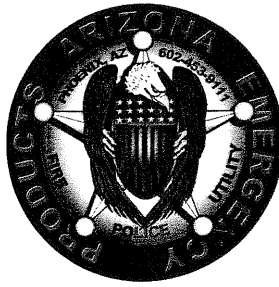
CITY OF TEMPE
ATTN: KARLA
20 E 6TH STREET
TEMPE AZ 85281

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]



Arizona Emergency Products
4120 East Winslow
Phoenix, Arizona 85040

City of Tempe Procurement Office
P.O. Box 5002
20 East 6th Street
Tempe, Arizona 85280

Dear Ms. Donna Littrell,

This letter is pertaining to the recent contract award notice that we were sent in the mail (Contract # T06-171-01). One of the listed vendors had asked our company to write a formal letter regarding a request of changing the percentage off master distributor pricing into a percentage off list pricing. By changing the pricing from 8% off master distributor pricing to 47.85% off list pricing would actually benefit the City of Tempe, because the pricing is a little lower than the 8% off master distributor pricing discount. Code 3 Products wanted to see if we can amend the contract to list pricing which will in turn work out into a greater discount than what is listed in the contract.

The reason behind the changing of contract is because we were told that master distributor price books have proprietary information and that Code 3 Products did not want this pricing to get out to the general public. We would like to work with both the City of Tempe and Code 3 Products to see if we can resolve this issue.

Please feel free to contact me at anytime regarding this issue. You can reach me at (602) 621-4930 or my cell at (602) 721-5154. Thank you for your help.

Sincerely,

Enrique Artalejo
Sales for Southern Arizona

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID: 06-171

BID ISSUE DATE: 04/12/06

Commodity Code(s): 055-57

PROCUREMENT DESCRIPTION: Emergency Vehicle Lighting

BID DUE DATE/TIME: Wednesday, May 3, 2006, 3:00 P.M. MST
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, April 21, 2006, 5:00 P.M., MST

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten and a completed bid response returned to the City Procurement Office by the Bid Due Date/Time indicated above. The "Vendor's Bid Offer" (form 201-B IFB) must be completed and signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Donna Littrell, CPPB E-mail: Donna_littrell@tempe.gov Phone No: 480-350-8516

**Central Service
Administrator**

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchase) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, 2 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

DL

Donna Littrell, CPPB
Central Services Administrator

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchase

This addendum will modify and/or clarify:

Solicitation No.: | 06-171

and is

Addendum No. | 1

Procurement Description: | Emergency Vehicle Lighting

Changes should be made as follows:

Delete: On page 19, under Scope: paragraph titled:
Warranty

Insert: On page 19, under Scope: New paragraph as follows:

Warranty

The successful contractor to maintain a warranty location within Tempe city borders or not more than 5 miles from the Tempe city limits. Contractors outside of the required zone will be evaluated with the following conditions. Vendors located outside the required zone are required to provide pickup and delivery of all vehicles requiring warranty or service. The Fleet Services Division will notify the successful contractor of a warranty or service request, if notification is received by the contractor before 12pm Monday thru Friday then the contractor must pick the car up by 5pm that day. If notification is received by the contractor after 12pm Monday thru Friday, then the contractor must pick the vehicle up prior to 12pm the following business day. The warranty location will be equipped with drive up service Monday thru Friday to perform on the spot warranty repairs on equipment installed by the contractor. The warranty facility must be owned by the contractor or under contract by the contractor to perform warranty service. The contractor must have the proper facilities, special tools and properly trained personnel and the authority of the manufacturer to perform warranty work. The City of Tempe is requesting a minimum twelve (12) month warranty on all parts and minimum 5 years on workmanship from the initial in-service date as reported by the City of Tempe, Fleet Services Division.

State operating hours for drive up warranty service
6 am 6 pm

Arizona Emergency Products Inc.
4120 E. Winslow, Suite 3
Phoenix, AZ 85040
Tel: (602) 453-9111
Fax: (602) 453-3743

www.arizonaemergencyproducts.com

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

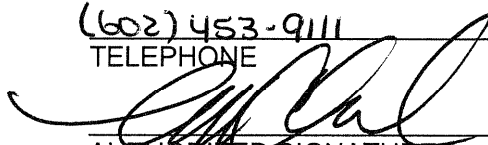
ARIZONA EMERGENCY PRODUCTS
NAME OF COMPANY

MICHAEL P. CHAMBERLAIN
BY NAME (please print) TITLE

4120 E. WINSLOW DR.
ADDRESS (or PO Box)

(602) 453-9111
TELEPHONE

PHOENIX AZ 85040
CITY STATE ZIP


AUTHORIZED SIGNATURE

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name <u>ARIZONA EMERGENCY PRODUCTS</u>	
Company Mailing Address <u>4120 E WINSLOW, PHOENIX, AZ 85040</u>	
Company Street Address <u>4120 E WINSLOW, PHOENIX, AZ 85040</u>	
Bid Offeror Contact <u>MICHAEL P. CHAMBERLAIN</u>	Title <u>PRESIDENT/CEO</u>
Contact's Phone No. <u>602 453-9111</u>	E-mail Address <u>mikee@gotcops.com</u>
<u>Bidder's Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No. <u>07-634625F</u> or	
Arizona Use Tax No. _____	
Federal I.D. No. <u>86-1024040</u>	
City & State Where Sales Tax is Paid <u>PHOENIX</u> , <u>ARIZONA</u>	

THIS BID IS OFFERED BY

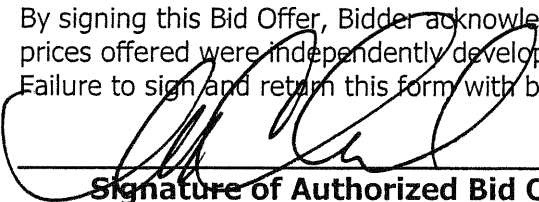
Authorized Bid Offeror (Type or Print in ink) MICHAEL CHAMBERLAIN

Bid Offeror's Title (Type of Print in ink) PRESIDENT/CEO

Date 05/03/06

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.



Signature of Authorized Bid Offeror

05/03/06

Date

INVITATION FOR BID SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this Invitation For Bid may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an Invitation For Bid. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Invitation For Bid is issued by the City Procurement Office. No alteration of any portion of the Invitation For Bid document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation For Bid to be valid and irrevocable for 90 days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of 24 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Invitation For Bids that wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 60 day notice of termination to the other party.
8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as follows:

Arizona Emergency Products Inc.
120 E. Winslow, Suite 3
Phoenix, AZ 85040
Tel: (602) 453-9111
Fax: (602) 453-3743

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above remedies or any other remedies as provided by law.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **Pricing:** Pricing accuracy and completeness are critical. All items being bid must be identified and priced.

In the case of a system bid, all items which are required to make the system function in accord with stated Invitation For Bid requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the bidder is to include an itemized listing of all required products and services needed to make their proposed system (equipment hardware and/or software) fully functional and in conformity with stated Invitation For Bid needs.

11. **365 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.

The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the contractor.

12. **Non-exclusive Contract:** Any contract resulting from this Invitation For Bid shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like goods or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.
13. **Ordering Process:** Upon award of a contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. Each purchase order must cite the correct contract number. A purchase order for the awarded material and/or service that cites the correct City contract number is the only document required for the agency to order and the contractor to deliver the material and/or service.
14. **Turnaround Time:** Bid offer must be capable of providing a work completion turnaround time for materials and/or services within the time stated in this Invitation For Bid. Turnaround time is defined as the time frame beginning with the contracted provider being notified of a work need by the City and ending with the delivery of the work in completed form back to the City customer department. Responsive bidders are to provide pick-up and delivery service as part of their price response to the City.
15. **Estimated Quantities:** This Invitation For Bid references quantities as a general indication of the needs of the City; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Invitation For Bid; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each bidder.
16. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Invitation For Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Invitation For Bid will be accepted for payment.

17. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
18. **Warranty:** Each bid offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
19. **Current Products:** All bid offers made in response to this Invitation For Bids shall be in current and ongoing production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user (paying customer) environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
20. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued.
 2. Documentation from the manufacturer that names the replacement product or model.
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
21. **Local Inventory Stocking:** In order to assure that any ensuing contracts will provide the necessary delivery support required for the items specified, each potential contractor must have local a inventory warehouse facility. Each facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The City Procurement Office may inspect the Warehouse facility to determine adequacy.
22. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Vendor's bid, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance (down time and up time) shall be calculated as may be provided in the procurement documents.

23. **Equipment Modifications:** The City will not make modifications to any machine or material furnished under this Agreement without written consent of contractor. Products modified must be returned to their original condition, normal wear excepted, upon termination of the applicable contract period. If the modification, in the opinion of contractor, interferes with the normal and satisfactory operation or maintenance thereof, or create a safety hazard, the City upon written request from contractor, will remove the modification at its expense or pay the additional cost.
24. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
25. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
26. **Permits:** The vendor shall be responsible for obtaining all required permits for installations.
27. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
28. **Infringement of Patent or Copyright:** The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of contractor supplied materials under this Invitation For Bid and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (Seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's (buyer's) purchase and use of goods supplied by contractor (seller).

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

29. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

Arizona Emergency Products Inc.
4120 E. Winslow, Suite 3
Phoenix, AZ 85040
Tel: (602) 453-9111
Fax: (602) 453-3743

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
 - b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

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Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

30. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the City, to:

CITY PROCUREMENT OFFICE
CITY OF TEMPE
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

- b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

31. **Key Personnel:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.

32. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly itemized statement. Unless terms other than net 30 days are offered as a discount.

33. **Indemnification:** To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Consultant, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Consultant may be legally liable in the performance of this contract. Consultant's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Consultant or any employee of the CONSULTANT, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
34. **Taxes:** Bid all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your bid pricing; unless specifically requested on the Price Sheet(s) within the bid/proposal solicitation document. The City is exempt from payment of Federal Excise Tax and for bid evaluation purposes will add Sales or Use Tax as applicable. For bid evaluation purposes, the transaction (sales) Privilege Tax that is to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realized net expense of zero (0).
35. **Governor's Air Pollution Emergency Proclamation:** In keeping with the governor's air pollution emergency proclamation of July 16, 1996, products which are documented and evaluated to have low or no-content of reactive organic compounds (ozone-producing agents) are sought from this bid solicitation
36. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five (5%) of the low bid material that is not recycled and the recycled bidder is otherwise the lowest responsible and responsible bidder, the award shall be made to the bidder offering the recycled material; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
37. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, equipment and product purchases may specify items that have been given an energy efficient classification by the federal government.
38. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe is issuing this Invitation For Bid to establish a one-year contract with renewal options for the purchase and installation of emergency vehicle equipment and lighting, and to establish an hourly labor rate. Additionally this solicitation will establish a pricing structure for the purchase of emergency equipment by the Fleet Division without installation charges. Each line on Item 1 of the Price Sheet will require a parts cost and a labor cost to enable the City of Tempe to have the option to delete or add specific equipment as needed. In some cases, specific items will require installation labor charges that are not identified in this IFB. Special build jobs will require a quote for labor, based on the contractor's hourly rate to complete the installation.

This bid will be awarded on an all or none basis.

Specific brand names of items currently utilized by the Fleet Division have been identified for use by the successful contractor. If you are bidding brands other than listed in this IFB, please indicate and include descriptive literature with your bid response. Alternate brands will be evaluated for consideration on future solicitations. Alternate brands must be tested by the Fleet Division before being accepted.

Equipment

All equipment supplied pursuant to this specification must be new, unused, current production model as described in the manufacturer's published literature and specification sheets. It is the intent of Item I of this IFB to establish turn key police patrol vehicle packages. Any item not mentioned shall not be interpreted as not requested to build the vehicle as a complete unit, certified and ready for immediate service in the Tempe fleet when delivered.

Delivery

The preferred successful contractor will have a Ford Motor Company, General Motors and Daimler Chrysler "drop-ship" number. The preferred contractor will accept all deliveries from the respective dealer and coordinate overflow vehicle delivery and parking with the City of Tempe. The contractor will receive all pre-delivery vehicles and securely store them until the vehicles are completed. Upon completion, the contractor will deliver the completed vehicles to the City of Tempe, Fleet Services Division at 53 S. Priest Drive, Tempe, Arizona.

Warranty

The successful contractor must maintain a warranty location within Tempe city borders or not more than 5 miles from the Tempe city limits. The warranty location will be equipped with drive up service Monday thru Friday to perform on the spot warranty repairs on equipment installed by the contractor. The warranty facility must be owned by the contractor or under contract by the contractor to perform warranty service. The contractor must have the proper facilities, special tools and properly trained personnel and the authority of the manufacturer to perform warranty work. The City of Tempe is requesting a minimum twelve (12) month warranty on all parts and minimum 5 years on workmanship from the initial in-service date as reported by the City of Tempe, Fleet Services Division.

State operating hours for drive up warranty service 6 am 6 pm

Parts

Submission of this IFB shall constitute a guarantee by the contractor that they will maintain a minimum of a 90% local in-house inventory. Tempe staff may conduct a site visit of the facility to verify local inventory.

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Specifications

ITEM 1

Listed below are the minimum specifications for the preparation, and make ready of model year 2006 and newer Chevrolet Impala model 9C1 Police patrol cars. The estimated number of units to be processed in any given year will range from 0 to 25 units. Any exceptions to the specifications must be explained.

The successful contractor will supply and install all items specified within Item 1 of this IFB. Substitutions will be evaluated but will not be approved until tested for conformity by the City of Tempe.

Vendor Response

Description	Yes	No	Exceptions
A. Wiring Requirements – See Exhibit A			
1. All wiring and switches to be sized to amperage draw of the lights and accessory loads	X		
2. All wiring to be SLX or equal, function labeled every six inches (6"). Labeling to be permanently etched into each wire, no label tags. Where applicable, all wire continuous from power source to the accessory.	X		
3. All connectors to be butt type, soldered and heat shrink used on all splices.	X		
4. All wiring to be loomed.	X		
5. Any point where wiring passes through metal the wiring to be protected by a loom or a rubber grommet and water sealant.	X		
6. Wiring loom to be secured to the vehicle a minimum of every eighteen inches (18"). Wire loom ties that are "stick on" type are not acceptable.	X		
7. A copy of the wiring diagram used during the build design to be provided to the City of Tempe for diagnostic reference	X		
8. A heavy duty Cole Hearsee #24143 200 AMP continuous duty solenoid to be supplied as the power feed for all emergency equipment installed.	X		
9. A six channel ATC fuse holder, powered by the solenoid mounted on the passenger side of the Jotto Desk console. Wiring to the components to be as per the attached wiring schematic.	X		
10. Power leads to all console mounted equipment to be of adequate length to allow for removal and troubleshooting without the need to remove wire connections.	X		
11. All electrical components provided as installed by the vendor to be wired and operational. A radio and modem power wire to be provided to the console for hookup by Tempe staff.	X		
12. Three 12 volt auxiliary cigarette type female connectors provided on the console face plate for auxiliary accessory power.	X		

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Vendor Response

Description	Yes	No	Exceptions
B. Decals - See Exhibit B			
1. Vendor to supply and install decals on each unit according to the City of Tempe vehicle graphics standard as shown in Exhibit B.	<u>X</u>	_____	_____
2. Decals and graphic material to be 3M specific, control tac. White= 3m #180-10, Blue=3m #180-17 vivid blue.	<u>X</u>	_____	_____
3. Patrol car graphics package to include:			
a. Side panel decals consist of 2 each, 7" non reflective blue side stripes that start at both front marker lights and terminate at the rear of the vehicle. The side stripes incorporate 5.25" "Police", "Tempe" and Logo reversed to white.	<u>X</u>	_____	_____
b. Two each white non-reflective three character unit numbers 2.75" each for application on the right and left front corner of the blue side stripes.	<u>X</u>	_____	_____
c. One each Blue reflective 22" x 5.25" "Police" decal for mounting on trunk lid.	<u>X</u>	_____	_____
d. One each Blue reflective three character 2.75" unit number for mounting on the trunk lid.	<u>X</u>	_____	_____
4. Two each "Official Use Only" Blue .75" x 7.75" non-reflective decals for mounting on driver and passenger doors.			
C. Light Bar			
1. 48 inch All LED Liberty light bar. Includes four (4) flashing red LED lamps, three forward and one rear, four (4) flashing blue LED lamps, three forward and one rear, two (2) takedown lights, two (2) alley lights, and six (6) lamp LED traffic advisor to the rear with TA control head. Whelen: SL8RBRB.	<u>X</u>	_____	_____
2. Vendor to supply the light bar mounting kit and all necessary hardware and materials. The light bar wiring harness where it passes through the roof of the vehicle to be protected by a rubber grommet and sealed against water intrusion with silicone sealant.	<u>X</u>	_____	_____

Vendor Response

Description	Yes	No	Exceptions
D. Siren and Speaker			
1. System to consist of the siren control head, siren speaker, mounting hardware and control cable from the speaker to the console.	<u>X</u>	_____	_____
2. Untrol / Touch-master Delta UTMD-MB full feature siren with light controls, horn-ring, park kill feature and PA. Unit to include plug in microphone and mounting hardware. <i>Touch-master feature controls:</i> Switch 1= Taillights, Light bar rear red/blue and amber stick in random order. Switch 2= Position 1, Light bar red/blue and wig-wag headlights. Switch 3= Positon 2, Siren on if in gear, refer to park kill feature. Panel backlighting that tracks vehicle instrument panel intensity.	<u>X</u>	_____	_____
E. Console			
1. Contour Console Jotto Desk 425-6137/2883 . 2006 12" Impala contour console, bucket seat style with accessory floor plate extension.	<u>X</u>	_____	_____
2. Contour Console with floor plate extension for bucket seat application			
a. With Jotto Desk 425-5453/5485 2006 retro-fit computer mount.	<u>X</u>	_____	_____
b. With Jotto Desk 425-6034 , Adjustable arm rest.	<u>X</u>	_____	_____
F. Radio and MDT Antenna			
1. Vendor to mount two (2) 3/4" NMO style antenna mounts on the roof. Each independently wired with RG-58 coaxial cable, 25' length with FME connector and supplied with a black tri-band antenna NMO 150-450-800. The cables to be routed down the passenger side of the vehicle. The radio cable will terminate inside the console with a 24" service loop. The MDT cable will terminate inside the vehicle trunk on the right side with a 24" service loop. The final connection to both the radio and the MDT will be conducted by Tempe staff. The roof mounted antenna locations are approximately 19" rear of the vehicle "B" pillar post. Cross car location approximately 9.5" off center line. The distance between the whips is approximately 19".	<u>X</u>	_____	_____

Vendor Response

Description	Yes	No	Exceptions
G. Push Bumpers			
1. Vendor to supply and install front mounted push bumpers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Push bumpers to be Patriot Products PB9C1-06-HM and to be certified as air bag compliant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Push bumper mounting bolts to be grade 8 minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
H. Prisoner Screen			
1. Supply and install a Patriot Products PTS7000-I cage. The caged area will be housed on the right rear seat area of the vehicle. It will include seat, floor pan, door panels and window bars on both sides of the vehicle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
I. Seat Relocation			
1. In order to provide sufficient leg room for larger officers, a small number of Patrol cars will have the driver's seat relocated to a position 3" rearward of the OEM manufacturer's position by the successful vendor or their contractor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
J. Trunk Lid Lights			
1. Units will be supplied to the contracted vendor with factory trunk light wiring provided. Vendor to install low cost LED lights on inside of truck lid. Code-3 #LCR Red #LCB Blue , one (1) red and one (1) blue with mounting kit. Lights will turn on when trunk lid is opened and turn off when closed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
K. Battery Protection			
1. Auto shut off battery protector installed, Copeland Engineering Power Tamer , the timer will be set to stop battery drain at 60 minutes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
L. Interior Lighting			
1. Units will be supplied to the contracted vendor with a factory installed auxiliary dome light. The factory light is to be removed and replaced with a Sound-off ECVDMLTOO universal red / clear dome light. The light will operate with an independent light mounted on off switch and should not be wired to operate with the vehicle door switches.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Vendor Response

Description	Yes	No	Exceptions
M. Auxiliary Emergency Lighting			
1. Rear taillights equipped with a Sound-off ETFBIMPO-06 plug in taillight flasher designed for the Chevy Impala.	<u>X</u>		
2. Vehicle headlights wired to alternately flash at the drivers command. Units will be provided to the contracted vendor with factory installed wig-wag headlight wiring. Vendor to supply control switch and Sound-off #ETHIMPO-06 headlight flasher.	<u>X</u>		
N. Trunk Storage			
1. Units will be supplied to the contracted vendor with a full size spare tire. The vendor to mount to the spare on the trunk shelf. The wheel well is to be equipped by the vendor with a PVC type divider that will provide three individual storage compartments.	<u>X</u>		
O. Anti-Theft			
1. Each unit supplied with a Tremco #IMPO-6 anti-theft device installed per the manufacture specification. Activation on the floor board left of brake pedal location.	<u>X</u>		
P. Pilot Vehicle			
1. Upon receipt of a purchase order, the bidder shall construct a pilot vehicle. The City of Tempe will inspect the pilot unit for quality in materials and workmanship and compliance to specification prior to build of the fleet order.	<u>X</u>		
Q. Delivery ARO			
1. Based on a 10 car up-fitting order, state delivery time after receipt of cars and PO _____ Days	<u>X</u>		

ITEM 2 – Labor Rate

All labor rates quoted shall be firm and fixed for the specified contract period. The rate will be used for individual quotes on packages not identified specifically in this proposal. In all cases industry time standards will be used for comparison when requesting quotes.

ITEM 3 – Discount From Published Price Lists

All discounts quoted on the Price Sheet shall remain firm and fixed for the specified contract period. Discounts offered must be expressed as a single percent (%) figure for each catalog as follows:

Vehicle Lighting

PSE, Code 3, Inc
10986 North Warson Road
St Louis, MO 63114
Phone: 314-426-2700

Federal Signal Corporation
2645 Federal Signal Drive
University Park IL 60466
Phone: 800-832-5908

Whelen
Route 145, Winthrop Rd
Chester, CT 6412
Phone: 860-526-9504

Kustom Signals
9325 Pflumm Road
Lenexa, KS 66219
Phone: 913-492-3110

Jotto Desk, Inc.
209 W. Easy Way
Rogers, AR 72756
Phone: 877-455-6886

Setina Manufacturing
2926 Yelm Highway S.E.
Olympia, WA 98501
Phone: 800-426-2627

Sound Off
PO Box 206
Hudsonville, MI 49426
Phone: 800-338-7337

American Aluminum Inc
3291 U.S. 19 South
Perry, FL 32347
1-800-277-0869

Arizona Emergency Products Inc.
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Phoenix, AZ 85040 25
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Radiotronics
1556 Cypress Drive
Jupiter, FL 33469
561-746-0935

Patriot Enterprises USA
9200 E 146th Street, Suite D
Noblesville, IN 46060
317-774-7575

Copeland Engineering
P.O. BOX 120036
Chula Vista CA. 91912
800-357-7514

Gamber Johnson
3001 Borham Ave.
Stevens Point, WI 54881
800-456-6868

AOI Electrical Inc.
4028 Rufe Snow Dr.
Fort Worth TX 76180
1-888-903-0004

Unity
1260 N.Clybourn Ave.
Chicago, IL 60610
312-943-5200

Tremco Police Products
7 Page Road
Bedford, MA 01730
781-275-7692

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4120 E. Winslow, Suite 3
Phoenix, AZ 85040
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Fax: (602) 453-3743

Proposal Questionnaire

1. Please provide the address of your local facility to provide installation, warranty, drive-up service and repair work.

4108 East Winslow Phx, AZ 85040 #
4120 East Winslow Phx, AZ 85040

2. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Yes 25.

3. What is the value of your local inventory and what percentage of your local inventory are parts for the equipment offered?

1.4 million approximate value
.5 million parts for Tempe (Appx.)

4. Please provide three references to which you have supplied similar product and services. Include the company name, a contact person and telephone number.

Company Name	Contact Person	Telephone #
<u>AZ DPS</u>	<u>Mike Fuson</u>	<u>602-223-2520</u>
<u>City of Phoenix</u>	<u>Tammee Turcott</u>	<u>602-261-8393</u>
<u>City of Mesa</u>	<u>Bob Atwood</u>	<u>480-678-9150</u>

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION
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1. Parts and Installation Charges

Vendors are required to provide parts cost and labor costs for item categories separately. In the event certain category items are determined by the City of Tempe as not to be included in the Patrol Car up fitting, the City will utilize the pricing to add or delete option categories as needed. Parts Cost + Installation Cost = Total Package Cost

	<u>Package Parts Cost</u>	<u>Installation Cost</u>	<u>Total Package Cost</u>
A. Wiring	\$ <u>145.00</u>	\$ <u>75.00</u>	\$ <u>220.00</u> ✓
B. Decals	\$ <u>385.00</u>	\$ <u>85.00</u>	\$ <u>370.00</u> - 470 ⁰⁰
C. Light Bar	\$ <u>1695.00</u>	\$ <u>150.00</u>	\$ <u>1845.00</u> ✓
D. Siren	\$ <u>435.00</u>	\$ <u>65.00</u>	\$ <u>500.00</u> ✓
E. Console	\$ <u>425.00</u>	\$ <u>65.00</u>	\$ <u>490.00</u>
F. Antennas	\$ <u>75.00</u>	\$ <u>75.00</u>	\$ <u>150.00</u>
G. Bumper	\$ <u>185.00</u>	\$ <u>95.00</u>	\$ <u>280.00</u>
H. Cage	\$ <u>895.00</u>	\$ <u>310.00</u>	\$ <u>1205.00</u>
I. Relocate Drivers Seat			\$ <u>695.00</u>
J. Trunk lights	\$ <u>125.00</u>	\$ <u>65.00</u>	\$ <u>190.00</u>
K. Power Tame	\$ <u>61.00</u>	\$ <u>25.00</u>	\$ <u>76.00</u>
L. Dome light	\$ <u>59.00</u>	\$ <u>25.00</u>	\$ <u>84.00</u>
M. Aux lighting	\$ <u>99.00</u>	\$ <u>85.00</u>	\$ <u>184.00</u>
N. Storage	\$ <u>135.00</u>	\$ <u>Ø</u>	\$ <u>125.00</u>
O. Anti-theft	\$ <u>98.00</u>	\$ <u>85.00</u>	\$ <u>183.00</u>

Total accumulative price used for RFP evaluation \$ 6597.00

2. Hourly shop labor rate, per hour \$ 75.00

3. Discount from Published Price Lists See Below page 30 & 31

All discounts quoted shall remain firm and fixed for the specified contract period. Discounts offered must be expressed as a single percent (%) figure for each catalog.

Arizona Emergency Products Inc.

4120 E. Winslow, Suite 3

Phoenix, AZ 85040

Tel: (602) 453-9111

Fax: (602) 453-3743

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Vehicle Lighting

PSE, Code 3, Inc
10986 North Warson Road
St Louis, MO 63114
Phone: 314-426-2700

Discount off current published list price, 8% off MD

Federal Signal Corporation
2645 Federal Signal Drive
University Park IL 60466
Phone: 800-832-5908

Discount off current published list price, 45.2% off list

Whelen
Route 145, Winthrop Rd
Chester, CT 6412
Phone: 860-526-9504

Discount off current published list price, 33%

Kustom Signals
9325 Pflumm Road
Lenexa, KS 66219
Phone: 913-492-3110

Discount off current published list price, 5% off list/user

Jotto Desk, Inc.
209 W. Easy Way
Rogers, AR 72756
Phone: 877-455-6886

Discount off current published list price, Fleet 2

Setina Manufacturing
2926 Yelm Highway S.E.
Olympia, WA 98501
Phone: 800-426-2627

Discount off current published list price, 5% off retail

Sound Off
PO Box 206
Hudsonville, MI 49426
Phone: 800-338-7337

Discount off current published list price, 48.5% List

American Aluminum Inc
3291 U.S. 19 South
Perry, FL 32347
1-800-277-0869

Discount off current published list price, 2% list price

Radiotronics
1556 Cypress Drive
Jupiter, FL 33469
561-746-0935

Discount off current published list price, Publish Public Price

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Vehicle Lighting

Patriot Enterprises USA
9200 E 146th Street, Suite D
Noblesville, IN 46060
317-774-7575

Discount off current published list price, 15% off list

Copeland Engineering
P.O. BOX 120036
Chula Vista CA. 91912
800-357-7514

Discount off current published list price, 5% list

Gamber Johnson
3001 Borham Ave.
Stevens Point, WI 54881
800-456-6868

Discount off current published list price, 15% list

AOI Electrical Inc.
4028 Rufe Snow Dr.
Fort Worth TX 76180
1-888-903-0004

Discount off current published list price, 21% list

Unity
1260 N.Clybourn Ave.
Chicago, IL. 60610
312-943-5200

Discount off current published list price, 5% list

Tremco Police Products
7 Page Road
Bedford, MA 01730
781-275-7692

Discount off current published list price, 19% list

4.

Individual decal pieces:

Side stripe with Police, Tempe & Logo reversed to white. each \$ 120.00

White non-reflective side unit number 2.75" three character set.

each \$ 15.00

Blue reflective "Police" for trunk 22" x 5.25".

each \$ 15.00

Blue reflective trunk unit number, three character.

each \$ 15.00

Blue non-reflective "For Official Use Only".

each \$ 15.00

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Company Name: _____

PRICE SHEET

* Applicable Tax 8.1 %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of 0 % 0 days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

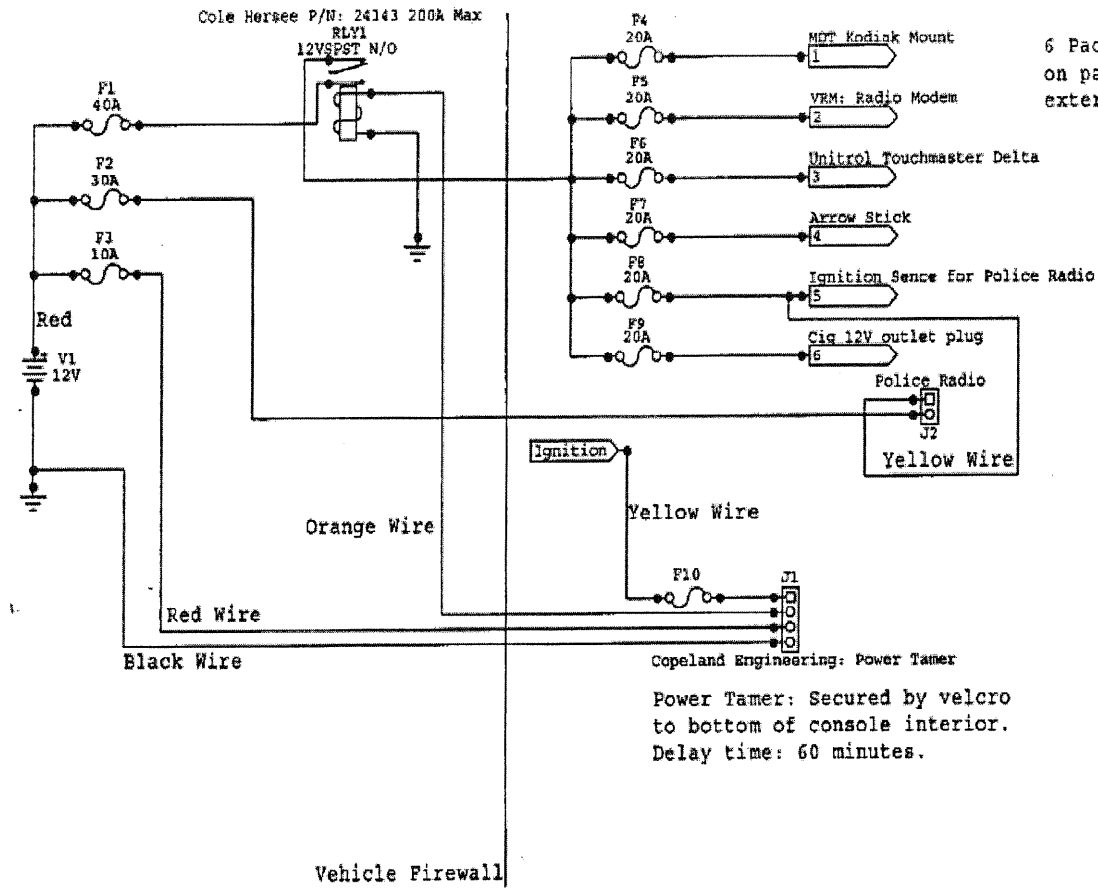
Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:	Rajeon Cruz	Letters A-C
	Ramona Zapien	Letters D-O
	Penny Brophy	Letters P-Z

(H:/IFB 3-2002)

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EXHIBIT A



City of Tempe: ITD Telecommunications	
Police Vehicle: Power Distribution Map	
Rev 0100 0110	ID S. Campbell 17898
Date: 3/2006	Page: 1 of 1

EXHIBIT B

Tempe patrol unit graphics package



Side stripe is 7" wide, **non**-reflective blue with reversed to white logos.



"Tempe" on rear fender including symbol is 19.75" long.



"Tempe" letters: "T" is 2.75" and symbol is 5" X 5"



"Police" in white is 22" long and 5.25" tall letters



Unit numbers are applied separate white decals 2.75" tall.

Trunk Graphics:



"Police" on trunk is blue reflective 22" X 5.25"

Unit number on trunk is blue reflective 2.75" tall letters

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